

1882-058 Chancery Causes: Winfield Scott vs. Abraham C. Barber &c
Lee Co.

Wilbourne

CA-Debt

T-Property

-Deed

To the Hon. John A. Kelly Judge of the Circuit Court of Lee County.

The bill of complaint of Winfield Scott of said County respectfully represents, that on the 13th day of Decr 1876 he sold and conveyed to one Abraham B. Barber a certain piece or parcel of land lying and being in said County of Lee containing $28\frac{3}{4}$ acres he the same more or less, and in consideration thereof the said Barber at the time paid to your Orator the sum of One hundred dollars, and executed to him his bond bearing date the day and year aforesaid, by which he bound himself two years after the date thereof to pay to your Orator the sum of One hundred dollars for value received which is the residue of the purchase money for the land aforesaid, and the said Bond is herewith filed marked A. and is prayed to be considered as a part of this bill. Your orator further States, that the whole sum secured by this bond is now due and owing to him from said Barber, no part thereof having been paid.

Your Orator further States that at the time he and his wife conveyed said land to said Barber they expressly reserved the vendors lien thereon, which was to secure the payment of the sum above referred to and which constitutes a lien upon said land, a copy of which of conveyance is herewith filed marked (B) and your Orator further States that said deed of conveyance by him and his wife to said Barber has been duly recorded in the clerk's office of Lee County Court.

Your Orator further states that at the time of this bargain and sale he put the said Barber in to the possession of said land, And sometime thereafter to wit on the day of 187 the said Abraham B. Barber sold said land to One George and Nancy Wilbourne for the sum of \$250.00 one half of which was paid down, and the residue of \$125.00 is still due and owing to said Barber as your Orator is informed and believes And your Orator further states, that said Barber thereupon conveyed said land to the said Nancy Wilbourne receiving the vendors lien thereon for the unpaid purchase money of \$125.00 as above stated, And she and said George Wilbourne thereupon took possession of said land and continues therein

Your Orator further states that at the time the said George and Nancy Wilbourne purchased the said land from said Barber, that they had actual knowledge of your Orators equitable prior lien thereon, And were thereunto so. Still the deed showing this fact having been duly recorded they were and are bound in law to take notice thereof, And your Orator alleges that said lands in the hands of said Nancy Wilbourne is now as much bound for the residue of the purchase money due your Orator from said Barber, as if the same were still in his possession and under his control, And to enforce this your Orators lien is the object of this suit, and being without an adequate remedy at law and relievable only in a court of equity, Your Orators prays therefore is that the said Abraham B. Barber and

the said George and Nancy Wilbourne be made parties
defendants to this bill, and be required to answer the same
fully upon oath, that upon a hearing thereof a decree
be rendered in favor of your Oath against said Barber
for \$100.00 with legal interest thereon from Decr 13 1878 till
paid and the costs of this suit, that the tract of land herein
referred to or so much thereof as may be necessary for
the purpose be decreed to be sold, to pay your Oath
said claim and costs. And for all general & Special
relief, May the Commission writ of Subpoena issue
directed &c.

Morgan for Plff

6 7-17 Nov 1879

18.00

8 1.50

\$ 23.69

6.00

Estimated 29.69

Ordnance 1.23 July 1881

I have paid the
Clerk & Sheriff's costs
H. J. Morgan

Private Co. 7.27

Wentfield Scott

vs. Bill in Chy

Abraham C. Barber & Others

1879, Mr. Bill's Filed, & then
Execution & Decree nisi.

" April 2, nisi Conf. & Contd

" Oct, Exa. Execd an Nancy Hillis
as in & Decree nisi.

" Nov, Decree nisi Conf. & Set
for hearing by Pitt.

" Nov, Decree & Contd.

1880 Mar. " & "

" Aug. Contd. &

1881 Mr. Contd. Aug. Contd

1882 March Decree Final

Winfield Scott Peff }
vs. } In Chancery.
A. C. Barber & al Defts }

This cause came on again this day to be finally heard on the papers formerly read in the cause, and on the report of Comr. H. J. Morgan filed in the cause on the 23rd day of March 1882 - Showing the collection and disbursement of the purchase money for the land heretofore sold in this cause, and was argued by counsel. And said report having been filed in the clerk's office of this court the time required by law, and no exceptions being filed thereto. On consideration thereof it is adjudged ordered and decreed that the same be confirmed, And it further appearing by said report that James Ramey the purchaser of the land sold in this cause has fully paid the purchase price thereof, and is now entitled to a conveyance of the same. It is therefore further adjudged ordered and decreed that Henry J. Morgan who is hereby appointed a commissioner for the purpose do convey the tract of land heretofore sold by him to said James Ramey according to the notes and bounds set out in exhibit (B) with covenants of Special warranty, and that he deliver the same to said Ramey duly acknowledged for record. And no further action being necessary in this cause the same is Stricken from the docket.

Winfield Scott

vs. } Decree: final N.S.

Abraham C. Barber, sol.

Entered page 234.

Listed J. A. B. Hyatt clk.

Enter
for A. K.

Mar 21/82

Winfield Scott

vs.

A. C. Barker & al

Pff

Defts

In Chie

This cause came on again this day to be further heard upon the papers formerly read in the cause, and the report of the sale of the land in this cause made by Special Commissioner Henry J. Morgan, and was argued by counsel, and it appearing that said report has been filed more than 10 days before the first day of the present term, and no exceptions being filed thereto, it is therefore adjudged ordered and decreed that said report of sale be confirmed, and it is further ordered that Com: Morgan proceed to collect said two bonds when they become due, and pay so much thereof to the plaintiff as will discharge his debt, and report his action to the clerk from time to time but before doing so he will execute bond with approved security before the clerk of this court with condition to account for all money that may come into his hands according to law and the cause is continued.

Winfield Scott

vs { Deane No 2

A. C. Basher + al.

Entered on p. 112

Teste Jas. W. Orr, Clerk

Ente
J. W. K.
Apr 1/80

Winfield Scott

Peff

vs.

Abraham B. Barber & others Defts

In Equity

This cause came on this day to be heard upon the bill of the Peff and exhibit therewith, and was argued by counsel, and it appearing that the cause has been regularly matured at Rules as to all the debts and set for hearing by the Peff. And the debts still failing to appear and answer the Peffs bill, the same is therefore taken for confessed as to all the debts. On consideration thereof it is adjudged ordered and decreed that the Peff recover against the defendant Abraham Barber the sum of \$100.00 with legal interest thereon from the 13th day of December 1878 till paid and the costs of this suit and it appearing to the court by Exhibit B, with the Peffs bill, that he has a lien on the lands in the bill mention and that the same is liable and bound for the Peffs demand in the hand of the debts George and Nancy Wilburson, It is therefore further adjudged ordered and decreed that unless the said sum above adjudged to the Peff, be paid to him within 30 days from this day, then that said lands or so much thereof as may be necessary for the purpose be sold on a credit of 6 and 12 months with interest from day of sale, except that the costs of suit and sale will be required in cash. And Henry J. Morgan is appointed a commissioner to make said sale who will advertise the time terms and place of sale for 30 days at the court house and at one other place at least in the neighborhood where the land lies and he will take bond with approved security

Winfield Scott

as { Decree No. 1.

Abraham Bonham et al

Exhib. page 56.

as Wm. Clerk.

Enter this Decree

W. A. R.

Dec 29 / 79

for the deferred payments of the purchase unless
the plaintiff shall become the purchaser and he will
report his action to the court, and the cause is continued

Commissioners Office Jonesville Va. Feb 17/80
Winfield Scott Piff

vs.

Abraham C. Barboursal Defts } In Chie

To the Hon John A Kelly Judge of the
Circuit Court of Lee County.

As directed by a decree entered in this
cause on the 1st day of Decr 1879, I as a Spe-
cial com. appointed thereby, presided on
the 17th day of February 1880 in front of the
court house door of Lee County, that being county
court day to sell to the highest bidder on the
terms set out in said decree the 28 $\frac{3}{4}$ acres
of land in the said decree & proceedings menti-
oned, where James Ramay offered therefor the
sum of \$150.50 and that being the highest and
best bid offered, he became the purchaser
thereof at that price. The said Ramay therefor
paid me \$37.21 the amount of costs & commission
including \$6.00 for future costs, and together with
Wm J. Hutton his security executed to me as com-
two bonds for \$56.64 each payable in 6 + 12 months
with interest from date which bonds are herewith
filed marked (A & B)

This sale I believe is a very good one for
the land is good and worth but little

Before making this sale I advertised the
time terms and place of sale for more than
30 day by putting up two notices for that

purpose one at the Court house and the other at Beach Spring which is a public place in the neighbourhood of said land.

My account of the money paid down for costs is shown in the following Tabular Statement

	Cash Recd of Ramey to pay costs	\$37.21
	Commission retained on \$150.50	\$ 7.52
	Attorneys fee retained	15.00
1	Paid clerks fee bill	7.19
2	" Shuff's "	1.00
3	" Poff for money advanced to pay Shuff	50 31.21

Leaving this sum to pay future costs - \$ 6.00

All which is Respectfully Submitted

Henry J. Morgan Special Comr.

Winfield Scott

Comrs of
Sale of Land No 1

A. C. Barber & Co

Filed Nov. 12th 1880.

Jas W. Orr. Clerk.

Confirmed by Decree No 2 April 1881

Winfield Scott

vs.

Piffy

Dfts

In chq

Abraham C. Barber & al

Recd of H. J. Morgan Special Comr. in this
cause Seven dollars and 19 cents the clerks cost.
in this Suit down to the present time Feb. 17th 1880

James W. Orr, Clerk.

Recd of H. J. Morgan Comr. as above in this cause One
dollar for serving Spa in chq on A. C. Barber & Geo. Willbourn
dfts in this cause Feb. 17-1880.

Thomas S. Ely, S. L. C.
by Thos S. Ely

Recd of H. J. Morgan Comr. as above fifty cents the sum
heretofore advanced by me to pay the sheriff of Russell Co.
for serving Spa in chq in the above cause on Nancy Willbourn
Feb. 17-1880 W. P. S. C. Ott

Winfield Scott

or } Officers Recto profers
}

A. C. Barber + al

No 1, 2, + 3

Winfield Scott	Plff	} In Chancery.
vs.		
A.B. Barbour & others	Defts	

To the Hon John A. Kelly Judge of the Circuit Court of
Lee County Virginia

The undersigned Special Commissioner in this cause begs
leave to submit the following report of his action in this cause
since the March Term of your Honor's Court in the year 1880.

The first installment of the purchase money for the land sold
became due and payable August 17-1880, and on that day
and the 24 day of the same month James Ramsey the purchaser of
said land paid your Court \$58.35 in discharge of his note of \$56.64
and on said last mentioned days I paid to the plaintiff Winfield
Scott said sum of \$58.35 toward his claim as will appear by his
receipts herewith filed marked (B D)

The following Tabular Statement will show this transaction
Cash recd of Jas Ramsey Aug 17 & 24-1880 this sum \$58.35
By amt paid Plff on same days See his receipts (B D) \$58.35 58.35

The second and last installment of \$56.64 became due
and payable Feb. 17-1881. And on the 29th day of March 1881
said Ramsey paid me the sum of \$52.00 and on the same
day I paid the same to the plaintiff and took his receipt therefor
which is herewith filed marked (B E) On the 16 day of March
1882 the said Ramsey paid me the further sum of \$8.74 which
is the balance in full of the purchase money, and I thereupon
paid to the Plff the further sum of \$1.56 which is the balance
due him, and took his receipt therefor. herewith filed marked
(B F) And this left a balance in my hands of \$7.18 and this

Sum I paid to A. B. Barber one of the dfts. and took his receipt for the same and here file the same marked b.b.

A tabular Statement of this transaction will stand thus.

To cash received of Ramey March 29 1881. this Sum	\$52.00
" cash " " Same " "	8.74
	<hr/> 60.74
By this Sum paid Peff March 29 1881 see receipt (C.E.)	\$52.00
" " " " Same " " (C.F.)	1.56
" " " " A. B. Barber " " (b.b.)	7.18
	<hr/> \$60.74

This suit was brought to enforce a vendors lien by Scott against Barber. And the latter before this lien was satisfied, sold and conveyed the land to George & Nancy Wilburne but retained the vendors lien for the sum of \$125.00 with the understanding that the Wilbournes should pay out of their indebtedness to Barber, to Peff Scott, the \$100.00 which Barber still owed Scott, but this they did not do, and Scott having now enforced his lien by selling Wilbournes land, it discharges Wilbournes note to Barber to the extent of \$100.00 but it still leaves due to said Barber \$25.00 from Wilbournes which constitutes a still further lien on the land in Barbars favor. And these being the facts of the case I thought it right and proper to pay said Balance to Barber which I have done, and this will be a further credit on Barbars note against Wilbournes.

The said James Ramey having now fully paid the purchase money he is entitled to a conveyance of the land which is the subject of this Suit

Respectfully Submitted

Henry J. Morgan Special Counsel.

Winfield Scott

vs. { Census Report No 2

Al Barber & al

Filed March 23rd 1882

J. A. Hyatt
Clerk

W. S. Scotts receipt May 23 1880 to Ramsey \$17.25

Cash

30.00

\$ 47.25

Removed of H. J. Morgan Court in the Chancery
cause of Winfield Scott vs. Abraham Barber, to the
forty seven dollars and 25 cts to be credited on
a note in his hands for collection on said Barber.
Aug 17 1880. W. S. Scott

47.25
11.10
58.35

Recd. Aug 24th 1880 of H. J. Morgan Court as
above the further sum of eleven dollars
& 10 cents. to be credited as above
W. S. Scott

Winfield Scott

To { Receipts of \$58.35

H. J. Morgan Comdr.

(62)

Winfield Scott Coff
vs.
A. G. Barbours Defts } In Chy

Received of H. J. Morgan Court in the above styled cause
the Sum of Fifty Two - dollars on the debt on which
suit was brought

March 29th 1851

W. S. Coff

Winfield Scott

To } Receipt

A. J. Morgan Const.

(68)

Received H. J. Morgan One Dollar and
fifty six cents the amount due ^{him} against James
Stanny This 16th 1882 day of March
1882 Wm. J. Scott

67.

W. S. Scott

Received of St. J. Morgan Seven Dollars
Eighteen Cents the Amount due him against
him James Henry this 16 day of March
1885

A. C. Barber

(65)

Al. Barba

Two years after date I bind myself
to pay Winfield Scott one hundred dollars
for value we recd of him this note may be
dis charged in property at its cash value
wit mess mi hand an seal this 13th day of
December. 1846 Chas. Barber (seal)

Barber

A. C. Barber

To } Note \$100-

Winfield Scott

(A)

This Deed made this 13th day of December one thousand
Eight Hundred and Seventy Six, between Winfield Scott and
Amy D. his wife, of the County of Lee and State of Virginia
of the one part, and Abraham Barbour of the same
County and State, of the other part, Witnesseth - That
and in consideration of the Sum of Two Hundred dollars
to be paid, designated in notes or is hereby acknowledged, have
this day bargained sold and delivered unto the said
Abraham Barbour and his heirs forever, a certain
tract or parcel of land, lying and being in the County of
Lee and State aforesaid, containing Twenty Eight
and $\frac{3}{4}$ acres, be the same more or less, and bounded as
follows, to wit: Beginning at a white oak and black oak
corner to Jacob Spanglers land, and with the same N 83.
E 22 poles to two Hickory bushes, then leaving said line N 61.
W 65 poles to a small Spanish oak and small Hickory, then
N 19. $\frac{1}{2}$ W 145 poles to a stake in the Hopkins line, and with
the same S 81. W 22 poles to a Sourwood and double dogwood,
corner to N. Hinggar line, and with said line S 19. $\frac{1}{2}$
E 144. $\frac{1}{2}$ poles to a stake, corner of said Hinggar, then
South 16. $\frac{1}{2}$ poles to the Beginning. Together with all its
appertances thereunto belonging, unto the said Winfield Scott
and his heirs forever. And the said Winfield Scott and
Amy D. his wife, doth covenant to and with the said Abraham
Barbour that the said Winfield Scott and Amy D. his
wife, will warrant the write to the lands conveyed
generally, with a distinct understanding that the
lands hereby conveyed, stands bound for the purchase

money. Witnesses the following signatures & seals.

Winfield Scott Esq.

Amey Drusilla Scott Esq.

The foregoing copy of deed was duly acknowledged and
admitted to record.

A copy

Test. R. W. Orr Jr. Sec.

Abraham Barber-

From 3 Copy of deed

Winfield Scott Esq.

(B)

Bal due on Ramey note to Morgan Co. Nov. 1881. \$ 8.74.

Bal due Winfield Scott 1.56.

Am't due A Barber . 7.18 8.74

\$150.50 Feb. 17-1880.

Notice

Winfield Scott

Piffy

vs.

In Chy.

Abraham Barber & Thos. Defts

Pursuant to a decree of the circuit court of Sec
county entered in the above styled cause on the
first day of Decr. 1879. I as a Special Com.
appointed by said decree will proceed to sell
to the highest bidder circa credit of 6 or 12 months
with interest from day of sale, at the front door
of the court house of Sec county on the first
day of the January Term of the county court
of Sec county for the year 1880. the 29 acres
of land in the Piffy in said proceedings men-
tioned so much cash as will pay the costs
of sale and sale, and to be paid in hand.

This land lies near the head of Henegaw Lane
was sold by the Piffy to the defts Barber and by
him to the defts. George & Henry Williams, and
the land is desirable, and the title thereto is believed
to be good. The purchaser will be required to
give bond with approval security for the deferred
payments and the title retained until the
purchase money is paid.

Henry Morgan Comr.

January 9 1880

Advertisements at
Coach House door

Winfield Scott Piff }
 107.
 Abraham Barker & al Defts } In Chy

Decree in favor of Piff vs. Defts
 Barker for \$100.⁰⁰, with interest thereon from the 13th day of
 Decr 1878 till paid & the cost.

Decree as above for
 Interest on same to Feb. 17th 1880

\$100.00

7.54

\$107.54

15.00

6 7 19

5 1.50

Esti 6.00

137.23

107.54

29.69

2/107.54
 53.77

120
 96.46

23.54

150.50

7.52 50

15.19

7.19

1.50

6.00

27.21

150.50

37.21

2/113.29

56.64

150.50
 27.21
 2/123.29
 61.64

56.64
 2
 113.28
 27.21
 10
 150.49

107.54
 3
 3.2262
 107.54
 110.76
 55.38
 55.38
 3.32
 58.70

54.

56.64
 6
 3.3980
 56.64
 60.03
 58.70
 1.33

The Commonwealth of Virginia,

To the Sheriff of ^{Russell} Lee County---Greeting:

We Command you to Summon

Abraham Barber
George Wilbourne & Nancy Wilbourne

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March
then

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

by

Winfield Scott

And have then there this writ.

day of

Febry

Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

11th

1879; in the 103rd year of the Commonwealth.

J. W. Orr Jr. **CLERK.**

Georgia

Winifred Scott
vs Zephaniah Chy.
Abraham Barber et al
March Rules 1877
nat Ex and fur
want of Fee
J L Williams Sals

Russell County

The Commonwealth of Virginia,

To the Sheriff of ^{Russell} Lee County---Greeting:

We Command you to Summon

Abraham Barber,
George Wilbourne & Nancy Wilbourne

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

by

Winfred Scott

And have then there this writ.

Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *11*"

day of

Febry.

1879; in the *103* year of the Commonwealth.

R. W. Orr Jr. D

CLERK.

Scoby

Wm. R. W. Orr Jr. D

for
Nancy Milbourne

The Commonwealth of Virginia.

^{again} We Command you to Summon ^{Russell} To the Sheriff of Lee County—Greeting:

Abraham Barber, George
Wilbourne + Nancy Wilbourne

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in Oct. next, being rule day, to answer a bill in chancery, exhibited in our said court against them
by Winfield Scott

And have then there this writ. Witness, Jas. W. Orr, clerk of our said court, at the court-house, this 11th day of Aug. 1879, in the 104th year of the Commonwealth.

J. W. Orr Jr. D. Clerk.

^{J Morgan}
Winfield Scott

vs J Alias Spain Chy.

Abraham Barber

Oct. Rules 1879

Excellt By declining
a true copy of this
Summons to the Deft

Nancy Williams

Aug the 27th 1879

J. L. Williams s. &c

Recd per J. L. Williams
Russell County

The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

Abraham L. Barber
George Wilbourne & Nancy Wilbourne

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

March
then

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

by

Winfield Scott

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *11*th
day of *Febry*, 187*9*; in the *103*^d year of the Commonwealth.

J. W. Orr Jr. D.

CLERK.

Morgan

Widder Scott

vs Z Spain Chy

Abraham Barber et als

March Rules 1879

Executed upon Abraham
Barber and George Wilburn
Thos. S. Ely & Co.,

20

20

18.

20. to Russell

10.

18.

06.

1.00 Pur & Apr

20

10

18

86.

20. to R.

18.

06.

18.

18.

10.

1.00 Oct & Nov.

30.

36

40

\$ 5.69

1.50

7.19

9

The Commonwealth of Virginia.

again To the Sheriff of ^{Russell} Lee County—Greeting:
We Command you to Summon *Nancy Wilburn*

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in *Oct.* next, being rule day, to answer a bill in chancery, exhibited in our said court against *her et als*

by *Winfield Scott*

And have then there this writ. Witness, Jas. W. Orr, clerk of our said court, at the court-house, this *8th* day of *Sept.*, 1879, in the 104th year of the Commonwealth.

J. W. Orr Jr. Clerk.

(Morgan)
Virgilio Scott

vs Elias Spain Chy.

Nancy Wilburn & Co.

Oct. Rules 1879.

G. E. Evans & Return
a Super like this
a few days since
B. J. Williams & Co.

Russell County.

The Commonwealth of Virginia.

^{again} We Command you to Summon ^{Russell} To the Sheriff of Lee County—Greeting :
Nancy Milburn

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in *Oct.* next, being rule day, to answer a bill in chancery, exhibited in our said court against *her et als*

by *Winfield Scott*

And have then there this writ. Witness, Jas. W. Orr, clerk of our said court, at the court-house, this *8th* day of *Sept.*, 1879, in the 104th year of the Commonwealth.

R. W. Orr Jr. D. Clerk.

A copy Teste. R. W. Orr Jr. D. Clerk.